

1 **AMENDMENT NO. 2 TO LICENSE AGREEMENT**

2 This Amendment No. 2 to License Agreement (Amendment No. 2) is dated
3 _____ and is between Central Star Behavioral Health Inc., a California
4 corporation whose principal place of business is located at 150 Hughes Way, Suite 150, Long
5 Beach, CA 90810 (“Licensee”), and the County of Fresno, a political subdivision of the State of
6 California (“Licensor”).

7 **Recitals**

8 A. On December 3, 2024, the Licensor and the Licensee entered into County agreement
9 number FL-120 (License Agreement), to operate an Adolescent Youth Acute Psychiatric Health
10 Facility (PHF) at County’s prior facility located at 4411 E. Kings Canyon, Fresno, CA 93702, to
11 be relocated to the Heritage Campus, 3115 N. Millbrook Avenue, Fresno, CA 93703 when
12 construction-ready for said PHF (both locations collectively referred to in this Amendment No. 2
13 as the “Building”).

14 B. On June 24, 2025, the License Agreement was amended to extend the term of the
15 License Agreement for an additional (1) year term, which included a six (6) month base and
16 optional six (6) month renewal term, and termination date of June 30, 2026.

17 C. Licensor continues to find that the operation of an Adolescent Youth Acute PHF
18 providing psychiatric health services for adolescent youth is a necessary mental health program
19 which meets the health needs of Fresno County, and is in the public interest; and

20 D. Pursuant to Government Code section 26227, Licensor finds that the youth acute
21 psychiatric services to be provided by Licensee will not substantially conflict or interfere with the
22 Licensor’s or the other occupants’ use of the Building, that the portion of the Building to be
23 occupied by Licensee is not needed for County business, and that the youth acute psychiatric
24 services to be provided by Licensee will serve public purposes.

25 E. To ensure services continue through the County procurement process, it is necessary to
26 extend the term of the License Agreement as amended, to include an additional one-year term.

27 F. The Licensor and the Licensee now wish to amend the License Agreement to extend the
28 term to align with service agreement A-25-277.

1 The parties therefore agree as follows:

- 2 1. Section 2 of the License Agreement, entitled "TERM AND TERMINATION", of the
3 Page 2, Lines 8 through 14, is deleted in its entirety and replaced with the
4 following:

5 "The initial term of this License shall commence on July 1, 2020 through and
6 including June 30, 2027 ("Initial Term"). This License may be terminated by the Licensor
7 at any time by giving the Licensee thirty (30) days' written notice. In no event shall this
8 License extend beyond June 30, 2027."

- 9 2. When both parties have signed this Amendment No. 2, the Agreement, Amendment
10 No.1 and this Amendment No. 2 together constitute the Agreement.

- 11 3. The Contractor represents and warrants to the County that:

- 12 a. The Contractor is duly authorized and empowered to sign and perform its
13 obligations under this Amendment No. 2.
14 b. The individual signing this Amendment No. 2. on behalf of the Contractor is duly
15 authorized to do so and his or her signature on this Amendment No. 2. Legally
16 binds the Contractor to the terms of this Amendment No. 2

- 17 4. The parties agree that this Amendment No. 2. may be executed by electronic signature
18 as provided in this section.

- 19 a. An "electronic signature" means any symbol or process intended by an individual
20 signing this Amendment No. 2. to represent their signature, including but not
21 limited to (1) a digital signature; (2) a faxed version of an original handwritten
22 signature; or (3) an electronically scanned and transmitted (for example by PDF
23 document) version of an original handwritten signature.

- 24 b. Each electronic signature affixed or attached to this Amendment No. 2. (1) is
25 deemed equivalent to a valid original handwritten signature of the person signing
26 this Amendment No. 2. for all purposes, including but not limited to evidentiary
27 proof in any administrative or judicial proceeding, and (2) has the same force and
28 effect as the valid original handwritten signature of that person.

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c. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).

d. Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.

e. This Amendment No. 2. is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Amendment No. 2. with an original handwritten signature.

5. This Amendment No. 2. may be signed in counterparts, each of which is an original, and all of which together constitute this Amendment No. 2.

6. The License Agreement as previously amended and as amended by this Amendment No. 2 is ratified and continued. All provisions of the Agreement as previously amended and not amended by this Amendment No. 2 remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

1 The parties are signing this Amendment No. 2 on the date stated in the introductory
2 clause.

3 CENTRAL STAR BEHAVIORAL HEALTH
4 INC.

COUNTY OF FRESNO

5 

6 _____
Garry Bredefeld, Chairman of the Board of
Supervisors of the County of Fresno

7 _____
Kent Dunlap, President/CEO

8 **Attest:**
9 Bernice E. Seidel
10 Clerk of the Board of Supervisors
County of Fresno, State of California

11 1501 Hughes Way, Suite 150,
12 Long Beach, CA 90810

13 By: _____
14 Deputy

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18 For accounting use only:

19 Org No.: 56302112
20 Account No.: 7295
21 Fund No.: 0001
22 Subclass No.: 10000
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